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|  | <b>REQUEST FOR QUOTATION</b>  | ARIZONA EXPOSITON AND STATE FAIR<br>PURCHASING OFFICE<br>1826 W. McDowell Road<br>Phoenix, AZ 85007<br>(602) 252-6771 Ext. 115 |  |
|   | BID No. UM06-011<br>Short Title: Tent Rentals<br>Quotations will be received until 3 P.M. MST:<br>Wednesday , September 6, 2006 |  |  |
| <b>VENDOR NOTICE</b>  |   |  |  |

### THIS IS NOT A PURCHASE ORDER

Vendor should quote his best net price, FOB destination, including all delivery charges, but excluding applicable taxes. Delivery schedule and discount for early payment should be indicated below. Return your quotation promptly to the Purchasing Office at the above address in a sealed envelope, referencing the RFQ number. Bids after the above closing time will not be accepted.


| DELIVERY POINT: Arizona Coliseum; 1826 W. McDowell Rd.; |   | Buyer<br>J. Bell   |  |  |   |
|---|---|--|--|--|---|
| <b>VENDOR QUOTATION</b>                                 |   |  |  |  |   |
| ITEM  | DESCRIPTION   | Ref.   | Quant.   | UNIT PRICE   | Extended Price  |
| 1   | Assorted Tent Rentals – 2006 Arizona State Fair<br><br>Varied quantities as needed (+/- indicated).<br>Price per tent size specified<br><br>a. 10x20x8, with 60' sidewalls<br>b. 10x10x8, with 40" sidewalls<br>c. 10x10x8, no sidewalls<br>d. 20x40x10 with 120' sidewalls<br>e. 10x10x10, with 40' sidewalls<br>f. 49x82x13 with 120' sidewalls<br>g. 20x40x10, no sidewalls *2 days only<br>h. 8' sidewall per ft., as needed, if needed.<br><br><i>See specifications for details.</i><br><br><i>Pricing to include delivery, set up and removals.</i><br><br><i>Tax rate ____% (not included in pricing)</i><br><br>If payment is made within ____ calendar days after acceptance of goods and services, the above quoted price, excluding sales tax, shall be discounted by ____%.<br><br>Small Business ____ MBE/WBE____ | a.<br><br>b.<br><br>c.<br><br>d.<br><br>e.<br><br>f.<br><br>g.<br><br>h. | 1<br><br>4<br><br>4<br><br>1<br><br>3<br><br>3<br><br>1<br><br>Ft. | \$_____<br><br>\$_____<br><br>\$_____<br><br>\$_____<br><br>\$_____<br><br>\$_____<br><br>\$_____<br><br>\$_____ | \$_____<br><br>\$_____<br><br>\$_____<br><br>\$_____<br><br>\$_____<br><br>\$_____<br><br>\$_____ |
| <b>THIS SECTION MUST BE COMPLETED BY VENDOR</b>         |   |  |  |  |   |
| Company Name  | Address   | City   | State  | Phone No.  |   |

Signature

Date

Typed Name and Title

"Uniform Terms and Conditions" and "Uniform Instructions to Offeror's" are incorporated by reference. See Enterprise Procurement (EPS) website at [www.azspo.az.gov](http://www.azspo.az.gov). "Procurement Documents", Version 7.0 and Version 7.1, dated 5-1-03.

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|  | <b>Offer and Acceptance</b>                   | ARIZONA EXPOSITON AND STATE FAIR<br>PURCHASING OFFICE<br>1826 W. McDowell Road<br>Phoenix, AZ 85007<br>(602) 252-6771 Ext. 115 |  |
|   | BID No. UM06-011<br>Short Title: Tent Rentals | Page 2 of 10   |  |
| <b>VENDOR NOTICE</b>  |   |  |  |

**TO THE STATE OF ARIZONA:**

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No:

For clarification of this offer, contact:

\_\_\_\_\_

Name: \_\_\_\_\_

Federal Employer Identification No:

\_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

**Company Name**

\_\_\_\_\_

**Signature of Person Authorized to Sign Offer**

\_\_\_\_\_

**Address**

\_\_\_\_\_

**Printed Name**

\_\_\_\_\_

**City**

**State**

**Zip**

\_\_\_\_\_

**Title**

**CERTIFICATION**

By signature in the offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or ARS §41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provide by law.
4. **The bidder certifies that the above referenced organization \_\_\_ is/\_\_\_ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.


The contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Procurement Officer – Arizona State Fair

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|  | <b>Instructions to Bidders</b>                | ARIZONA EXPOSITON AND STATE FAIR<br>PURCHASING OFFICE<br>1826 W. McDowell Road<br>Phoenix, AZ 85007<br>(602) 252-6771 Ext. 115 |  |
|   | BID No. UM06-011<br>Short Title: Tent Rentals |  |  |
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| <b>VENDOR NOTICE</b>  |   |  |  |

## **PURPOSE**

Pursuant to the provisions of the Arizona Procurement code, A.R.S. §41-2501 et seq. The Arizona Exposition and State Fair herein referred to as the agency intends to establish a term contractor for rental tents in accordance with the requirements of this Request for Quotation.


1. This solicitation as a Request for Quotation is being offered as allowed by R2-17-D302.B. Only a small business, as defined in R2-7-101, shall be awarded a contract unless any of the following apply:
  1. The purchase has been unsuccessfully competed under R2-7-D303, including failure to obtain fair and reasonable prices; or
  2. The agency chief procurement officer has made a written determination that restricting the procurement to small business is not practical under the circumstances.

## **Confidential Information**

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in §41-2611 through §41-2616.

## **Contract Award**

The State intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and subfactors identified in the solicitation. The State may reject any or all proposals if such action is in the State's best interest. The State may waive informalities and minor irregularities on proposals received. The offeror's initial proposal should contain the offeror's best terms from a price or cost and technical standpoint. The State reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the offeror specifies otherwise in the proposal. The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so. Any exchanges with offerors after receipt of a proposal does not constitute a rejection of counteroffer by the State.

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**Solicitation Uniform Instructions to Offerors form 201 (02-99) Revision 7.**

The State of Arizona's Uniform Instructions to Offerors are hereby incorporated by reference. These documents may be accessed through the Arizona State Procurement Office Web Site at [www.azspo.az.gov](http://www.azspo.az.gov), SPO form 201 or by calling the State Procurement Office at 602-542-5511.

**ARIZONA PROCUREMENT CODE:**

The Arizona Procurement Code (ARS Title 41, Chapter 23) and its Rules and Regulations AAC Title 2, Chapter 7), are made part of this document as if fully set forth herein. Note: ARS Title 41, Chapter 23 is available at most public libraries; AAC Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the Arizona State Procurement Office.

**1. SUBMISSION:**

The quotation shall be the best net price, FOB destination, to include all delivery charges, and include applicable taxes as separate entries. Delivery schedule and discount for early payment shall be indicated in the spaces provided. Return the quotation by the time and date indicated, and to the address provided in the upper right corner of this form. Quotation/Bid shall be in a sealed envelope, referencing the RFQ number.

**2. OPENING:**

This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award. Quotations/Bid received after the closing time, will not be considered.

**3. STANDARD PROVISIONS:**

The State of Arizona's Instructions to Bidders and Standard Terms and Conditions, where applicable, are a part of this document as if they were set forth herein. Copies of these documents are available from the Arizona State Procurement Office.

**4. TAXES:**

The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.

**5. BID REJECTION:**


The State reserves the right to reject any, or all bids, combinations of items, or lot, and to waive defects or informalities.

**6. BRAND NAMES:**

Manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.

**7. ERASURES:**

Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.

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8. UNIT PRICE:


In case of error in the extension prices in the Quotation the unit price shall govern. No quotation shall be altered, amended or withdrawn after the specified date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.

9. PAYMENT:

The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.

10. PAYMENT DISCOUNT:

Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of the invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

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|  | <b>UNIFORMED TERMS AND<br/>CONDITIONS</b>     | <b>ARIZONA EXPOSITON AND STATE FAIR</b><br>PURCHASING OFFICE<br>1826 W. McDowell Road<br>Phoenix, AZ 85007<br>(602) 252-6771 Ext. 115 |  |
|   | BID No. UM05-011<br>Short Title: Tent Rentals |   |  |
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| <b>VENDOR NOTICE</b>  |   |   |  |

**Contract Uniform Terms and Conditions, Form 202 (02-99) Revision 7.**

The State of Arizona's Uniform Terms and Conditions are hereby incorporated by reference. These documents may be accessed through the Arizona State Procurement Office Web Site at [www.azspo.az.gov](http://www.azspo.az.gov), SPO form 202 or by calling the State Procurement Office at 602-542-5511.

**ARIZONA PROCUREMENT CODE:**

The Arizona Procurement Code (ARS Title 41, Chapter 23) and its Rules and Regulations AAC Title 2, Chapter 7), are made part of this document as if fully set forth herein. Note: ARS Title 41, Chapter 23 is available at most public libraries; AAC Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the Arizona State Procurement Office.

**Authority to Contract**

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

**Billing**

All billing notices shall include delivery time, and the contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

**Contract Cancellation (10 day)**

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;


The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials require with in the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;

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|  | <b>UNIFORMED TERMS AND CONDITIONS</b>         |  | <b>ARIZONA EXPOSITON AND STATE FAIR</b><br>PURCHASING OFFICE<br>1826 W. McDowell Road<br>Phoenix, AZ 85007<br>(602) 252-6771 Ext. 115 |  |
|   | BID No. UM06-011<br>Short Title: Tent Rentals |  |   |  |
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4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
- A. Deduction from an unpaid balance;
  - B. Collection against the bid and/or performance bond; or
  - C. Any combination of the above or any other remedies as provided by law.

#### **Contract Termination (Convenience)**

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

#### **Current Products**

All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

#### **Delivery**

Delivery shall be made as specified upon receipt of a contract release order/purchase order.

#### **Eligible Agencies (Listed)**

Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Exposition & State Fair.

#### **Insurance**

The state requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation duration. The insurance company must be currently licensed to transact business in the State of Arizona and rate by Best as an A VII or better. The state will notify the successful contractor of the intent to issue a contract award. The successful contractor must at that time submit an original copy of the attached certificate of insurance, for coverage's in the minimum amounts stated. The coverage's shall be maintained in full force and effect by the contractor during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

#### **Pricing**

Pricing stated shall be F.O.B. Destination. All pricing shall be firm, and include all freight, insurance, warranty costs, and any other applicable costs.

#### **Product Authorized For Sale**


Only products authorized for sale in the United States will be considered acceptable.

#### **Safety Standards**

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

#### **Term of Contract (1 Year from Award)**

The term of any resultant contract shall commence on the date of the award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

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|   | BID No. UM06-011<br>Short Title: Tent Rentals |  |  |  |
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#### **Contract Extension**

This contract may be extended by written amendment for a maximum of twelve (12) months

#### **Training (General)**

The contractor shall provide training to state personnel that will assure proper operation and utilization of the equipment supplied. All manuals necessary for the required training shall be furnished by the contractor.


#### **Warranties (12 Months)**

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance by the state. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the state. The written warranty shall be included with the delivered products to the using entity.

#### **Out of State Contractors**

Awarded Contractor must have local service capabilities in Phoenix metropolitan area or must have local sub-contractors to provide service.



|   |                                  |                   |                                   |                         |
|---|----------------------------------|-------------------|-----------------------------------|-------------------------|
|  | <b>SPECIFICATIONS</b>            |                   | ARIZONA EXPOSITION AND STATE FAIR |                         |
|   | <b>Scope of Work or Services</b> |                   | PURCHASING OFFICE                 |                         |
|   | BID No. UM06-011                 |                   | 1826 W. McDowell Road             |                         |
| Short Title: Tent Rentals   |                                  | Phoenix, AZ 85007 |                                   | (602) 252-6771 Ext. 115 |
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| <b>VENDOR NOTICE</b>  |                                  |                   |                                   |                         |

The Arizona Exposition and State Fair is seeking a contractor to provide rental tents for the period of the fair, as needed, when needed.

Pricing per tent is requested for the period of the fair, October 13 through November 5, 2006.

It is an as needed/if needed type agreement. Quantities of specific smaller tents may change, according to need and usage. No guarantee is made or implied as to the exact quantities to be ordered each year.

Requested Service - Rental of tents for the Arizona State Fair.

Types of Tents – (desired, but not limited to)

- |  |   |
|--|---|
| a. 10' x 10' x 8', with 60' sidewalls.                             | Qty – 1 (SW Village)                                |
| b. 10' x 10' x 8', with 40' sidewalls.                             | Qty – 4 (SW Village)                                |
| c. 10' x 10' x 8' with no sidewalls.                               | Qty – 4 (CSR Dept.)                                 |
| d. 20' x 40' x 10', with 120' sidewalls.                           | Qty – 1 (East Stage)                                |
| e. 10' x 10' x 10', with 40' sidewalls.                            | Qty – 3 (Sound Board Covers)                        |
| f. 49' x 82' x 13', with 120' sidewalls.                           | Qty – 3 Sprung Structure Tents (Outside Stages)     |
| g. 20' x 40' x 10', no sidewalls                                   | Qty – 1 (2 days only – 10/14 & 10/15) (Safety Days) |
| h. Additional 8' sidewall, as needed/if needed – pricing per foot. |   |

Contractor shall provide tent rental service; to include delivery, set-up and removal as requested.

Contractor shall also provide emergency notification numbers for service or replacement requests during weekends.

Large tents may be delivered and set starting Thursday, October 5 2006 and removed Wednesday, November 8, 2006. Delivery set-up schedule of smaller tents may be adjusted with offeror.

Contractor shall not drive any stakes into the ground without clearance and verification by the AESF's Operations Department. Smaller tents to be secured / anchored with appropriate weights.

